

AGREEMENT FOR COUNTY GRANT

This Agreement is entered into this _____ day of _____, 2016 by and between the County of San Luis Obispo, a body corporate and politic, hereinafter referred to as "County", and the **Nipomo Chamber of Commerce**, hereinafter referred to as "Applicant".

WHEREAS, Applicant has applied to County for a grant of County funds for the following project detailed on Exhibit "A" attached hereto and by the descriptive title: **Annual October Festival and first annual Summer Concert series**; and

WHEREAS, Applicant has applied to the County for a grant of County funds to offset the cost of **expenses associated with the October Festival event on October 15th and 16th, 2016 and the summer concert being held on July 17th and August 21st, 2016**; and

WHEREAS, the County finds that the project is eligible for a County Grant of County funds as a local community project; and

WHEREAS, the Board of Supervisors has approved this project and has authorized a County contribution to Applicant.

NOW, THEREFORE, it is mutually agreed between the parties hereto, as follows:

1. County agrees to pay over, as a grant of County funds, the total sum of **\$4,000 (\$2,000 for each event)** from Fund Center #106 to Applicant for the purpose of funding the aforesaid project as a community project available for public use.
2. That the project which is the subject of this grant agreement is described with particularity on Exhibit "A" attached hereto, and incorporated herein by this reference.
3. Applicant agrees to apply the aforesaid grant funds solely to the project for which the funds have been granted, as a community project available for public use.
4. Applicant agrees to diligently pursue the completion of this project, and to complete this project within one year from the date of this agreement.
5. Applicant agrees to abide by all laws and regulations applicable to the expenditure of County Grant Funds, including, but not limited to, the audit of the expenditure of these funds for compliance with regulations, the inclusion of provisions guaranteeing compliance with all labor laws and regulations pertinent to public funds, and further, to assure compliance with the anti-discrimination provisions of the law, including County Ordinances.

6. If the project budget for this project includes purchase of any equipment which has a useful life extending beyond the termination date of this project, then Applicant agrees that said equipment will be transferred over to County at the conclusion of this project, unless the County consents to a renewal or extension of the same or some similar project by Applicant utilizing the same equipment.

7. Applicant agrees to allow the County Administrative Officer to inspect and audit all records pertaining in any way to this grant and further, to submit to the County Administrative Office a written report, if requested, upon completion of this project detailing the record of expenditures under this grant.

8. Applicant agrees that all discretionary decisions related to the carrying out of the aforesaid project remain in the control of the San Luis Obispo County Board of Supervisors.

AGREED TO ON THE DAY AND YEAR SET FORTH ABOVE.

COUNTY OF SAN LUIS OBISPO

BY: _____

AUTHORIZED BY BOARD ACTION

_____, 2016

ATTEST

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGAL EFFECT
RITA L. NEAL
County Counsel

By: _____
Chief Deputy County Counsel

Date: 6/22/16

Applicant: Miguel Chamber of Commerce
By: Amber Wilson
Print Name: Amber Wilson
Title: Executive Director

Applicant: Chamber of Commerce
By: David Wilson
Print Name: David Wilson
Title: President

EXHIBIT "A"

Nipomo Chamber of Commerce
ATTN: Amber Wilson
239 W. Tefft Street
Nipomo CA 93444

The mission of the Nipomo Chamber of Commerce is to promote the civic, economic, agricultural, educational and social welfare of Nipomo. In pursuit of those goals, the organization sponsors many community events throughout the year. One such event is the October Festival being held on October 15th and 16th, 2016 at Nipomo Community Park. The Festival provides networking opportunities for not only the business and service organizations but also brings together these organizations for the local residents to have access to. In addition, the Chamber will be sponsoring the first annual series of summer concerts. The concerts will be held on July 17th and August 21st, 2016. Both events are free to the public.

The total amount of \$4,000 in County funds will be used towards expenses associated with holding the October Festival on October 15th and 16th, 2016 and the two summer concerts on July 17th and August 21st, 2016. The events will be held at Nipomo Park and expenses include but are not limited to park rental fees, generator, portable toilets, trash containers/collections, and advertising.